# UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MICHIGAN

UNITED STATES OF AMERICA, CIVIL ACTION NO.:

Plaintiff, HONORABLE:

VS.

AMY B. DENSTEDT

Defendant,

# **COMPLAINT**

# TO THE HONORABLE UNITED STATES DISTRICT COURT JUDGE:

The United States of America, plaintiff, alleges that:

# **Jurisdiction**

1. This court has jurisdiction over the subject matter of this action pursuant to Article III, Section 2, U.S. Constitution and 28 U.S.C. § 1345.

## **Venue**

2. The defendant is a resident of Wayne County, Michigan within the jurisdiction of this Court and may be served with service of process at 7042 Chippewa Dr., Romulus, MI 48174.

# <u>The Debt – Account Nos. 1999A20539, 1999A16857, 1999A15616 and 1999A18102</u>

3. The debt owed to the United States of America is as follows:

A Current Principal (after application of all

prior payments, credits, and offsets)	\$13,042.90
B. Current Capitalized Interest Balance and Accrued Interest	\$14,305.19
C. Credits previously applied (Debtor payments, credits, and offsets)	\$0.00

Total Owed \$27,348.09

The Certificate of Indebtedness, attached as Exhibit "A", shows the total owed excluding attorney's fees and CIF charges. The principal balance and interest balance shown on the Certificate of Indebtedness is correct as the date of the Certificate of Indebtedness after application of all prior payments, credits and offsets. Prejudgment interest accrues at the rate of 8.25% per annum.

# Failure to Pay

4. Demand has been made upon the defendant for payment of the indebtedness, and the defendant has neglected and refused to pay the same.

# WHEREFORE, USA prays for judgment:

A. For the sums set forth in paragraph 3 above, plus prejudgment interest through the date of judgment, all administrative costs allowed by law, and post-judgment interest pursuant to 28 U.S.C. § 1961 and that interest on the judgment be at the legal rate until paid in full;

- B. For attorney's fees to the extent allowed by law;
- C. Filing fee of \$400.00 as premitted by 28 U.S.C. § 2412(a)(2);

and,

D. For such other relief which the Court deems proper.

Respectfully submitted,

By: /s/ Craig S. Schoenherr, Sr.\_

CRAIG S. SCHOENHERR, SR. (P32245)

Attorney for Plaintiff O'Reilly Rancilio PC 12900 Hall Rd Ste 350 Sterling Heights, MI 48313

Phone: (586) 726-1000 Fax: (586) 726-1560

cschoenherr@orlaw.com

# U. S. DEPARTMENT OF EDUCATION SAN FRANCISCO, CALIFORNIA

#### CERTIFICATE OF INDEBTEDNESS #1 OF 1

Amy B. Denstedt 7042 Chippewa Dr. Romulus, MI 48174-4090 Account No. xxx-xx-6214

I certify that U. S. Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 03/29/18.

On or about 08/29/94 and 10/09/95 the borrower executed promissory note(s) to secure loan(s) of \$3,125.00 & \$2,375.00 and \$4,589.00 & \$1,901.00 from the U. S. Department of Education. This loan was disbursed for \$3,125.00 & \$2,375.00 on 09/28/94 through 12/23/94, \$4,589.00 on 10/24/95 through 01/02/96, and \$1,901.00 on 10/31/95 through 01/02/96 at a variable rate of interest to be established annually. The loan was made by the Department under the William D. Ford Federal Direct Loan Program under Title IV, Part D of the Higher Education Act of 1965, as amended, 20 U.S.C. § 1087a *et seq.* (34 C.F.R. Part 685). The Department demanded payment according to the terms of the note, and the borrower defaulted on the obligation on 06/16/97. Pursuant to 34 C.F.R. § 685.202(b), a total of \$1,234.90 in unpaid interest was capitalized and added to the principal balance.

The Department has credited a total of \$22.95 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the borrower now owes the United States the following:

Principal: \$ 13,042.90 Interest: \$ 14,305.19

Total debt as of 03/29/18: \$ 27,348.09

Interest accrues on the principal shown here at the current rate of 4.08% and a daily rate of \$1.46 through June 30, 2018, and thereafter at such rate as the Department establishes pursuant to section 455(b) of the Higher Education Act of 1965, as amended, 20 U.S.C. § 1077a.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 03/29/18

Christopher Bolander Loan Analyst / Litigation Support

EXHIBIT Apples



4589

# William D. Ford Federal Direct Loan Program

U.S. Department of Education

OMB No. 1840-Form Approved Exp. Date 06/3(

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form shall be subject to penalties which may include fines, imprisonment or both, under the U.S. Criminal Code and 20 U.S.C. 1097.

Federal Direct Stafford/Ford
Federal Direct Unsubsidized Stafford/Ford
Promissory Note and Disclo

boin, under	(ne v.s. Cirninai Code and i	20 0.3.0. (087.			Promissory N	lote and Discl
Section A: To Be Completed	By The Borrower				(1) (a) (b)	
1. Name (last, first, middle initia DENSTEDT, AMY 42243 HARTFOI	i) and Address (street, city, s P	lale, zip code) IMAGE-REC	ORDS	2. Social Security Number 2-621 3. Date of Birth 71		
CANTON, MI 48		OCT 13	1995	4. Area Code/Telephone i	Number 1173	
		106		5. Orlver's License Numb MI -	er (List state abbreviation fire	st.)
6. References: You must list tw	o persons with different U.S.	addresses who have known	you for at least	three years. The first referen	ice should be a parent or leg	al guardian.
Name 1.	ROBERT	DENSTE				115A-
Permanent Address	42243	HARTFORD	CT	48	323 HARN	LONY IN.
City, State, Zip Code	PANTON	M1 49	3187	BE	CLEVILLE	MI 4811
Area Code/Telephone Number	8(3) 981	1173		(313)1	697 8521	* I
Section B: To Be Completed	- 4					Complete Control Services
7. School Name UNIVERSITY OF	MICHIGAN-D	EARBORN		8. Loan Period Approved	From: MM/DD/YY 09/05/95.	to: MW/DD/YY 04/26/96
9. School Address (street, city s	iate, zip code) EN, DEARBORN	, MI 48128				10. School Code G0232
The chart below shows antic	ipated disbursement amou	nts and dates. Actual amo	unts and dates	may vary.	•	
	Anticipated Disbursement Dates	Loan Amount Approved	Loan Fee Rate	Loan Fee Amount	Net Disbursement Amount	Interest Rate
Direct 1st	09/05/95	\$ 2295	4.00	\$ 91	\$ 2204	VARIABI
Subsidized 2nd	12/26/95	\$ 2294 \$ 0	4.00	\$ 91 \$ 0	\$ 2203. \$ 0	
Loan 310 4th	' / /	\$ 0.	4.00	\$ 0	\$ 0	
ļ	Total	\$ 4589		\$ 182	\$ 4407	
Direct Unsubsidized Loan						
Loan						
	Total				•	-
I promise to pay the U.S. Department Promissory Note plus interest and off if I fail to make payments on this Pretional of the payment of the Promissory Note will not exceed the a Education Act of 1965, as amended.  I understand that this is a Promissor I am advised not to read this Promiss a statement of the Borrower's Rights a	uerfees which may become due omissory Note when due, I will derstand that I may cancel or re ne. I certify that the total amo ullowable annual maximum or cu y Note. I will not sign this Prom ory Note. I am entilled to an ex nd Responsibilities, My signatur	, as provided in this Promissory if also pay collection costs includuce the size of my loan by refund to loan that I receive under under the Himulative maximum under the Himulative maximum under the Himulative for the Himulative maximum under the Himulative read, undersectifies that I have read that I have	school serve au ding school sing r this Underp gher Note is the certing Basic E Incentive and repart of the certing and the ce	se to the terms and conditions of any authorization for my loan identified in Section B.  enalty of perjury, I certify that the rue and accurate. The proceed fying school for the specified load ducational Opportunity Grant, se Grant and that I am not now a (including National Defense S in default, I have made repayment of Education)  RESTAND THAT THE IS A FED mature of Borrower	n proceeds to be credited in the B is of this loan will be used for at n period. I certify that I do not long the componental Educational Operation of the center of the center of the center of the period of the center of the c	orrower Section of this P uthorized educational ex we a refund on a Federal Fe portunity Grant or a Stat d under the Federal Per amily Education Loan Pr utstactory to the Secret

## FEDERAL DIRECT STUDENT LOAN PROGRAM

U.S. Department of Education, Washington, DC

Warning: Any person who knowingly makes a false statement of misrepresentation on this form is subject to penalties which may include fines, imprisonment, or both under the U.S. Cripinal Code and 20 U.S.C. 1097

OMS No. 1840-0667 Form Approved Exp. Date 05/30/95

## Federal Direct Stafford Loan Federal Direct Unsubsidized Stafford Loan Promissory Note and Disclosure

Section A: To	Be Co	mpleted By	Borrower									, and an	
1. Name (last, first, middle initial) DENSTEDT, AMY B					2. Social	Social security number  -6214				3. Date	of birth 71		
4. Permanent ho 42243 E	ome addi IARTF	ress (street, city ORD CT,	y, state, ZIF CANTO	) ON, MI	48187	7			,				
5. Permanent ho (313) 9	ome phor 81-1		oda)			6. Driver MI ~	s license :	state an		528			
7. References:	You mus	st list two perso	ons with diff	erent U.S. a	addresses,	who have know	n you for	at least	three year	s.			
Name		Robert Der	stedt				Dai	Dama Domanski					
Permaneni add	ress	42243 Hart	ford Ct.			4.1	30.	244 Da	WEON_			angumum 11 stages	
City, state, ZIP		Canton, MI	48187				G±r	nden C	ity, MI	48135			
Area code/elep	hone	(313) 981-	-1173				(3	13) <u>42</u>	7–7012				
Section B: To	Be Cor	npleted by S	School							7,000			
8. School name UNIVERS		OF MICH	IGAN-I	EARBO	RN	- Marie Carolina de la companio del companio de la companio della			Loan perio approved		From: MM/DD/YY		
10. School address (street, city, state, ZIP) 4901; EVERGREEN RD, DEARBORN, MI 48128										chool code/bran 02326			
The chart below	v shows	anticipated of	disbursem	ent amour	nts and da	tes. Actual a	nounts a	ind date	es may v	ary.			
Anticipated Loan amount Disbursement Dates approved				Loan fee rate		Loan fee amount		Net disbursement amount		Interest rat			
Federal Direct Stafford Loan	1st 2nd 3rd 4th	01/0	08/94 04/95 /	, ,	1563 1562 0 0	4.0 4.0 4.0	) )	ጭ ጭ ጭ ጭ	63 62 0 0	ጭ ተራ ተራ	1500 1500 0 0	VARI#	
:			Total	\$ 3	3125			\$ 1	25	\$	3000		
 	Anticip Disburs	ated sement Dates		Loan a	emount ved	Loan fee rate	1 .6	oan tae		Net disi amoun	oursement t	-Interestrat	
Federal Direct			מ				RECC	Mer.	/		IMAGE	-RECORE	
Unsubsidized Stafford Lpan	•	,				Loan fee rate	E 1 5	, 199u	ì		SEP	1 0 1994	
			Total						a produce de	america di		5	
I promise to pay the												issory Note will sent account by the	

as provided in this Promissory Note. If I fail to make payments on this Promissory Note when due, I will also pay collection costs including attorney's fees and court costs. I understand that I may cancel or reduce the size of my loan by refusing any disbursement that is issued to me. I certify that the total amount of loan that I receive under this Promissory Note will not exceed the allowable annual maximum or cumulative maximum under the Higher Education Act of 1965, as amended.

I understand that this is a Promissory Note. I will not sign this Promissory Note before reading it, even if I am advised not to read this Promissory Note. I am entitled to an exact copy of this Promissory Note and a statement of the Borrower's Rights and Responsibilities. My signature certifies that I have read, understood and agreed to the terms and

12. Loan Identification number(s) **■**6214-S-95-G02326-1-01 identified in Section B.

Under penalty of perjury I certify that the information contained in the Borrower 5 of this Promissory Note is true and accurate. The proceeds of this loan will be us authorized educational expenses at the certifying school for the specified loan pe certify that I do not owe a refund on a Federal Pell Grant, Basic Educational Oppo Grant, Supplemental Educational Opportunity Grant or a State Student Incentive and that I am not now in default on any loan received under the Federal Perkin: Program (including National Defense Student Loans) or the Federal Family Edu Loan Program, or if I am in default, I have made arrangements that are satisfactory Secretary of the Department of Education.

THAT THIS IS A FEDERAL LOAN THAT I MUST REPA

10:02:19

SERVICER COF

8/29/94

## Gase 5:18-cv-11094-JEL-APP ECF No. 1, PageID.7 Filed 04/05/18 Page 7 of 8

# FEDERAL DIRECT: UDENT LOAN PROGRA

U.S. Department of Education, Washington, DC

Warning: Any person who knowingly makes a false statement of misrepresentation on this form is subject to penalties which may include fines, imprisonment, or both under the U.S. Criminal Code and 20 U.S.C. 1097

# Federal Direct Stafford Loan Federal Direct Unsubsidized Stafford Loan Promissory Note and Disclosure

OMB No. 1840-0667 Form Approved Exp. Date 08/30/95



Section A: To Be Completed By Borrower

1. Name (last, first, m DENSTEDT,	AMY B			ecurity number	3.	Date of birth
42243 HAR	ddress (street, city, state, ZIP) TFORD CT, CANTO	N, MI 48187				
5. Permanent home p (313) 981	hone (with area coda) -1173		1	license state and num		
7. References: You	must list two persons with diffe	rent U.S. addresses, wh	o have known	you for at least three	years.	
Name	Robert Denstedt			Dane Donensk		
Permanent address	42243 Hartford Ct.			30244 Davson		
City, state, ZIP	Canton, MI 48187			Garden City,	MI 48135	
Area code/telephone	(313) 981–1173			(313) 427-70	12	
	Completed by School	•	-			
	of Michigan-D	EARBORN		9. Loan appro		M/DDYY To: MME 08/94 04/26
10. School eddress (str 4901 EVERO	eet, city, state, ZIP) SREEN RD, DEARB	ORN, MI 4812	8			11. School code/brand G02326
The chart delow sho	ws anticipated disburseme	nt amounts and dates	. Actual amo	ounts and dates ma	ay vary.	
Federal Direct Stafford Loan	Icipated pursement Dates	Loan amount approved	Loan fee rain AGE	् <b>५</b> ९५५	Net disburser amount	
Antio	cipated ,	Loan amount	Loan Good	Loan fee	<ul> <li>Net disburser</li> </ul>	nent r Interest rate

approved

\$ \$ 1188

1187

2375

0

Ō

I promise to pay the U.S. Department of Education all sums (hereafter "loan" or "loans") disbursed under this Promissory Note plus interest and other fees which may become due, as provided in this Promissory Note. If I fail to make payments on this Promissory Note when due, I will also pay collection costs including attorney's fees and court costs. I understand that I may cancel or reduce the size of my loan by refusing any disbursement that is issued to me. I certify that the total amount of loan that I receive under this Promissory Note will not exceed the allowable annual maximum or cumulative maximum under the Higher Education Act of 1965, as amended.

09/08/94

01/.04/95

Total

Disbursement Dates

1st

2nd

3rd

4th

Federal Direct

Unsubsidized

Stafford Loan

I understand that this is a Promissory Note. I will not sign this Promissory Note before reading it, even if I am advised not to read this Promissory Note. I am entitled to an exact copy of this Promissory Note and a statement of the Borrower's Rights and Responsibilities. My signature certifies that I have read, understood and agreed to the terms and

12. Loan identification number(s) 6214-U-95-G02326-1-01

conditions of this Promissory Note. My signature on this Promissory Note will se my authorization for my loan proceeds to be credited to my student account by the identified in Section B.

amount

114 MA

2280

amount

\$

\$

48

47

0

0

95

4.00

4.00

4.00

4.00

40

Under penalty of perjury I certify that the information contained in the Borrower S of this Promissory Note is true and accurate. The proceeds of this loan will be us authorized educational expenses at the certifying school for the specified loan per certify that I do not owe a refund on a Federal Pell Grant, Basic Educational Oppor Grant, Supplemental Educational Opportunity Grant or a State Student Incentive and that I am not now in default on any loan received under the Federal Perkins Program (including National Defense Student Loans) or the Federal Family EduLoan Program, or if I am in default, I have made arrangements that are satisfactory Secretary of the Department of Education.

I UNDERSTAND THAT THIS IS A FEDERAL LOAN THAT I MUST REPA

0 25/94 10:02:20 SERVICER COP

8/29/94



# William D. Ford Federal Direct Loan Program U.S. Department of Education

OMB No. 1840-Form Approved Exp. Date 06/3(

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form shall be subject to penalties which may include lines, imprisonment or both, under the U.S. Criminal Code and 20 U.S.C. 1097.

Federal Direct Stafford/Ford
Federal Direct Unsubsidized Stafford/Ford
Promissory Note and Disclo

							1010 4112 21051
		By The Borrower		and the second		New London	
1. Name (last, firs DENSTED		l) and Address (street, city, s Y R	iale, zip code)		2. Social Security	Number •6214	
	-,		IMAGE-RECO	RDS	3. Date of Birth		
42243 H	[ARTFO]	RD CT	-		4	71	
CANTON,	MI 48	3187-0000	OCT 13 19	95	4. Area Code/Tele (313) S	phone Number 981 - 1173	
			.106		5. Driver's License MI –	a Number (List state abbreviation firs	t.)
6 Deferences V	ore must list tu	o persons with different U.S.	addresses who have known	vou for at least	three years. The first	reference should be a parent or lega	al quardian.
Name	1.	· · · · · · · · · · · · · · · · · · ·	DENSTED		2.	JOANNE ZAU	***
	-	47742	HARTFORD	CT.			MONY LN
Permaneni Addres	-	CANTON		127		TODED HARR	
City, State, Zip Co	_			101	3.13	DELUCITIE M	1 48111
Area Code/Teleph	one Number	(313) <u>981</u>	1173		3131	697 852)	
Section B: To B	e Completed	By The School			la se suita esta a la companya de l La companya de la co		
7. School Name UNIVERS	ITY OI	F'MICHIGAN-D	EARBORN		8. Loan Pério Approved	d From: MANDDAY 1 09/05/95	10: MANDONY 104/26/96
9. School Address 4901 "EV	(street, city, s ERGREE	tate, zip code) EN , DEARBORN	, MI 48128				10. School Code G0232
The chart below	shows antici	pated disbursement amou	nts and dates. Actual amou	unts and dates	may vary.		
			1	t	1		ı
		Anticipated Disbursement Dates	Loan Amount Approved	Loan Fee Rate	Loan Fee Amount	Net Disbursement Amount	Interest Rate
Direct			,				
Subsidized							
Loan			£	, <b>,</b> , s,			
		Total			. ]		
				j =		f .	
Direct	1st	09/05/95	\$ 951	4.00	\$ 38		VARIABI
Unsubsidized Loan	2nd 3rd	12/26/95 / /	\$ 950 \$ 0 \$ 1901	4.00 4.00	\$ 38	\$ 912 \$ 0 \$ 0	
Loan	4th	1 /	\$ 0	4.00	\$ 0	\$ 0	
		Total	\$ 1901		\$ 76	\$ 1825	
	\ Ddd.		U I I	ekia andana	- 4- ibs lame and save	Prince of this translation, Nation & St. views	- Alia Danatana
Promissory Note plus in	nterest and othe	er lees which may become due.	loan" or loans") disbursed under as provided in this Promissory N	ole, serve as	my authorization for r	itions of this Promissory Note. My signa by loan proceeds to be credited to	o my student accoun
attorney's fees and co	int costs. I und	erstand that I may cancel or rec	also pay collection costs including the size of my loan by refus	ang scatoori	dentified in Section		
Promissory Note will no	x exceed the al	e. I cerity that the total amo: lowable annual maximum or cu	ıni ol koan that I receive ûnder nulative maximum under the Hiç	her Note is tr	ue and accurate. The p	that the information contained in the Bo proceeds of this loan will be used for aut	horized educational ext
Education Act of 1965,	as amended			the certify Basic Ed	ucational Opportunity	ified loan period. I certify that I do not owe Grant, Supplemental Educational Oppo	intunity Grant or a State
I am advised not to rea	d this Promisso	ry Note. I am entitled to an exa	ssory Note before reading it, eve ct copy of this Promissory Note certifies that I have read, underst	en if Incentive and Program	Grant and that I am n (including National Del	ot now in default on any loan received ense Student Loans) or the Federal Fa repayment arrangements that are sati	under the Federal Perl mily Education Loan Pre

Department of Education.

12. Signature of Borrower

I UNDERSTAND THAT THIS

1901

11. Loan Identification Number(s)

**2**6214-U-96-G02326-1-01

10/04/95 10:25:15 SERVICER COPY

A FEDERAL LOAN THAT I MUST REPAY.